

**PURCHASE AGREEMENT FOR CROP IDLING WATER TRANSFER
BETWEEN SELLER AND BUYERS**

This Purchase AGREEMENT for Water Transfer ("AGREEMENT") is effective when fully executed by and between Western Canal Water District ("SELLER") and public agencies listed here that execute this AGREEMENT: Central Coast Water Authority, County of Kings, Dudley Ridge Water District, Kern County Water Agency, Metropolitan Water District of Southern California, Napa County Flood and Water Conservation District, Oak Flat Water District, and Santa Clara Valley Water District ("BUYERS").

RECITALS

- A. SELLER is a public agency water district formed and operating pursuant to Division 13 of the California Water Code (Cal. Water Code Sections 34000 *et seq.*), and is empowered to sell water to BUYERS as provided for in this AGREEMENT.
- B. BUYERS are public agencies that execute this AGREEMENT and are formed and operating under the California Water Code and are empowered to purchase water from SELLER as provided for in this AGREEMENT for delivery to their customers.
- C. This AGREEMENT allows for BUYERS, willing purchasers, to acquire from SELLER, a willing seller, water supplies that BUYERS have determined are needed for use in BUYERS' service areas. The water supplies to be transferred under this AGREEMENT will be a portion of the water available to SELLER under its DIVERSION AGREEMENT, dated January 17, 1986, with the State of California, acting by and through its Department of Water Resources ("DWR").

D. The water made available for transfer under this AGREEMENT will result from CROP IDLING. CROP IDLING will be undertaken by landowners growing rice within SELLER's boundary. All CROP IDLING will occur on acreage that would have been planted with rice but for the CROP IDLING that will occur under this AGREEMENT. The rice acreage within SELLER's boundary which is eligible for inclusion in the program is shown in **APPENDIX A**, Table 1.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the PARTIES agree as follows:

1. ***Recitals Incorporated.*** The foregoing Recitals are incorporated herein by reference.
2. ***Definitions.*** The following terms shall have the following meanings as used herein:
 - (a) "BUYERS" are Central Coast Water Authority, County of Kings, Dudley Ridge Water District, Kern County Water Agency, Metropolitan Water District of Southern California, Napa County Flood and Water Conservation District, Oak Flat Water District, and Santa Clara Valley Water District.
 - (b) "CEQA" means the California Environmental Quality Act.
 - (c) "CONSUMPTIVE USE" is the evapotranspiration of applied water (ETAW), which consists of the portion of the applied irrigation water evaporated from soil or plant surfaces, transpired by the plant or incorporated into plant tissue. For purposes hereof, the CONSUMPTIVE USE of rice is 3.3 acre-feet (AF)/Acre.
 - (d) "CONTRACT INTEREST RATE" is the rate of interest paid monthly by the Local Agency Investment Fund (LAIF), calculated from the date of the payment being refunded, compounded monthly.

- (e) "CONTRACTORS" means the State Water Contractors.
- (f) "CROP IDLING" is withholding irrigation water from land such that there is no agricultural production of crops.
- (g) "CROP IDLING WATER TRANSFER PROGRAM" is the program developed and implemented by SELLER in accordance with this AGREEMENT and after compliance with regulatory requirements.
- (h) "DIVERSION AGREEMENT" is the Agreement on the Diversion of Water from the Feather River dated January 17, 1986, by and between the State of California acting by and through DWR, Pacific Gas & Electric Company, and Western Canal Water District.
- (i) "PARTICIPATING ACRE" is each acre of idled rice acreage shown in Appendix A, Table 1 that is enrolled in the SELLER 2015 CROP IDLING WATER TRANSFER PROGRAM through an agreement between the participating landowners and SELLER.
- (j) "PARTIES" are the BUYERS and SELLER. DWR, while not a Party, does have authority to consent to this AGREEMENT.
- (k) "POINT OF DELIVERY" means DWR's delivery points to SELLER from the Thermalito Afterbay, or such other delivery point as agreed to by the PARTIES and DWR.
- (l) "SWC AGREEMENT" means the State Water Contractors 2015 Dry Year Water Transfer Agreement.
- (m) "2015 IRRIGATION SEASON" means May 1, 2015 through September 30, 2015.

3. ***Term.*** This AGREEMENT shall be effective on the date fully executed and shall be in effect for a term ending December 31, 2015 or when all obligations under it are satisfied. No right of renewal or right to enter into extensions of this AGREEMENT or to enter into any new water transfer agreement is expressly granted hereunder, nor may such a right be implied from the execution of this AGREEMENT.

4. ***Agreement to Transfer Water.***

(a) The BUYERS have entered into a SWC AGREEMENT. In the SWC AGREEMENT, the BUYERS authorized the CONTRACTORS to handle all payments and disbursements described in this AGREEMENT on the BUYERS' behalf. The SWC AGREEMENT requires BUYERS to deposit with the CONTRACTORS funds necessary to make the payments for water and the BUYERS' share of regulatory costs, and authorizes the CONTRACTORS to make all such payments to SELLER required by this AGREEMENT. SELLER shall send all notices or invoices required by this AGREEMENT to the CONTRACTORS with a copy to each BUYER, and the CONTRACTORS shall send all notices and payments to SELLER under this AGREEMENT on behalf of the BUYERS. The CONTRACTORS shall make all payments to SELLER required in accordance with this AGREEMENT on the BUYERS' behalf. Nothing in this Section 4(a) shall affect or limit the BUYERS' duties and obligations under this AGREEMENT and they remain jointly and severally obligated to make the subject payments to SELLER, notwithstanding performance or non-performance on the part of the CONTRACTORS.

(b) SELLER agrees to sell, and BUYERS agree to buy, at a price of \$700.00 for each acre-foot of supply derived from CROP IDLING in 2015 that DWR determines is transferable and SELLER makes available to BUYERS at the POINT OF DELIVERY in accordance with

DWR's "Draft Technical Information for Preparing Water Transfers Proposals" for Water Transfers in 2015, as revised in November 2014 ("Technical Information"). If the CONTRACTORS' 2015 Dry Year Transfer Program enters into a 2015 water transfer agreement with another North-of-Delta seller for a higher price, BUYERS will adjust the price paid under this AGREEMENT to match that higher price.

(c) SELLER will not make transfer water available via CROP IDLING if their surface water supplies are reduced due to shortage provisions in SELLER'S settlement contract or actions taken by the State Water Resources Control Board and no water will transfer under the terms of this AGREEMENT; however, the obligations of Sections 7(c) and (d) will still apply.

(d) In the event SELLER fails to provide the amount of water purchased at the POINT OF DELIVERY pursuant to this Section, subject to any reductions pursuant to Section 4(c), SELLER will promptly refund to BUYERS any payments made for purchased water not provided by SELLER. Any refunds shall accrue interest at the CONTRACT INTEREST RATE.

(e) BUYERS are committing to purchase transfer supplies from SELLER regardless of 2015 hydrology, except as provided in this AGREEMENT. If, after the conditions specified in Section 6(b) occur, 2015 hydrologic conditions result in limited capacity to convey the transfer supplies from the POINT OF DELIVERY through the Delta, BUYERS and SELLER will meet and confer to determine if there are financial considerations BUYER could provide which would relieve SELLER from making the water transfer supplies available under this AGREEMENT.

5. *Payments for CROP IDLING Transfer Water.*

(a) Payments for CROP IDLING: The total purchase price for water made available by CROP IDLING shall be \$700.00 for each acre-foot DWR determines is transferable at the POINT OF DELIVERY, provided that SELLER complies with the provisions of DWR's

Technical Information. Neither this section, nor any other provision in this AGREEMENT, shall establish precedent or be considered binding on the PARTIES regarding the terms and conditions of agreements governing possible future transfers.

(b) SELLER and BUYERS agree that the actual prices for water made available by CROP IDLING will not constitute a precedent for any future water transfer involving SELLER.

(c) SELLER may invoice BUYERS for 50% of the final quantities SELLER offers on or before April 30, 2015, provided DWR and/or the State Water Resources Control Board have approved the transfer. On or after July 31, 2015, SELLER may invoice BUYERS for an additional 40% of the final quantity of water offered by SELLER on or before April 30, 2015. After DWR has made a final confirmation of the quantity of water delivered by SELLER at the POINT OF DELIVERY, SELLER may invoice BUYERS for the final balance owed on the quantity of water delivered by SELLER. BUYERS shall pay all invoices under this section within 30 days of receipt. Payments not made within 30 days under this section shall accrue interest at the CONTRACT INTEREST RATE, compounded monthly.

(d) It is understood by BUYERS that once lands are idled under this AGREEMENT, said lands cannot be feasibly returned to agricultural production during the 2015 IRRIGATION SEASON, and therefore so long as the lands remain fallow under the terms of this AGREEMENT, in the event of failure to pay the amounts due in accordance with this AGREEMENT, BUYERS shall not claim that damages must be mitigated by the planting of previously idled acreage.

(e) In the event SELLER fails to idle the PARTICIPATING ACRES to provide the water pursuant to Section 5(a), for which SELLER has offered pursuant to Section 6(a) and received payment for, SELLER will promptly refund to BUYERS any payments made in

accordance with this AGREEMENT for each PARTICIPATING ACRE not idled. Any refunds shall include interest at the CONTRACT INTEREST RATE.

6. *Water To Be Transferred; Delivery Conditions; POINT OF DELIVERY.*

(a) SELLER will notify BUYERS of the amount, if any, of CROP IDLING water offered by 5:00 pm April 30, 2015. If SELLER elects to transfer any water in 2015, it will sell exclusively to BUYERS.

(b) In accordance with Section 6(c), BUYERS will buy all the water DWR determines is transferrable at the POINT OF DELIVERY under Section 6(a) provided that:

(i) DWR estimates that there are adequate conditions and State Water Project capacity to export the water in 2015, as of March 27, 2015;

(ii) The SWRCB in its Temporary Urgency Change Petition Order for the SWP and CVP Projects has not restricted the ability of transfer water to be exported on top of the 1500 cfs restriction as of March 27, 2015;

(iii) All required CEQA and NEPA reviews have been completed by the date of SELLER's notification in accordance with Section 6(a); and

(iv) Each purchase has been approved by BUYERS' and SELLER's Boards by March 27, 2015.

(c) For water made available by CROP IDLING:

(i) Upon executing this AGREEMENT, SELLER agrees to solicit interest in entering into agreements with landowners within its boundary to idle up to 10,740 PARTICIPATING ACRES during the 2015 IRRIGATION SEASON that would otherwise be devoted to the cultivation of rice but for its performance under this AGREEMENT, thereby forgoing irrigation of PARTICIPATING ACRES for all of that quantity of water that SELLER

would have otherwise provided to the participating landowners during the 2015 IRRIGATION SEASON. By means of CROP IDLING, SELLER shall reduce its diversions by an amount commensurate with the reduction in CONSUMPTIVE USE of the PARTICIPATING ACRES and make available from its DIVERSION AGREEMENT the CONSUMPTIVE USE of said PARTICIPATING ACRES in accordance with the formula set forth in Appendix A, Table 2. The PARTICIPATING ACRES idled within SELLER's boundary will be determined based upon: (1) a comparison of the amount of crop acreage that the PARTIES agree would otherwise be planted during the 2015 IRRIGATION SEASON within SELLER's boundary as shown in Appendix A, Table 1; and (2) the CONSUMPTIVE USE schedule for the lands idled during the 2015 IRRIGATION SEASON as shown in Appendix A, Table 2. If the conditions set forth in Section 6(b) are satisfied, BUYERS shall have a "take or pay" obligation for the CROP IDLING water offered by SELLER in accordance with Section 6(a) that is determined to be transferable by DWR at the POINT OF DELIVERY.

(ii) Other than as appropriate to reflect SELLER's commitment to reduce diversions by depriving PARTICIPATING ACRES of SELLER-supplied surface water, this AGREEMENT places no requirement or restriction on SELLER's diversions of surface water under its DIVERSION AGREEMENT or groundwater use by landowners within SELLER in the 2015 IRRIGATION SEASON.

(iii) SELLER shall provide DWR with the plat maps submitted by its participating landowners delineating the location, boundaries, and acreage of lands being idled pursuant to this AGREEMENT within thirty (30) days of execution of this AGREEMENT. The maps will be used for monitoring and inspection activities, including on-site field verification and aerial photography to verify the PARTICIPATING ACRES idled pursuant to this AGREEMENT. SELLER agrees that it and its landowners will allow BUYERS and DWR

representatives access to the facilities, lands and records of SELLER and its landowners to the extent necessary to verify performance under this AGREEMENT. SELLER, in consultation with DWR and BUYERS, shall also complete a report that accounts for all acreage idled and water thereby made available to BUYERS at the POINT OF DELIVERY under this AGREEMENT no later than December 15, 2015.

(d) The POINT OF DELIVERY of water made available by SELLER to BUYERS under this AGREEMENT shall be DWR's delivery points to SELLER from the Thermalito Afterbay, or such other delivery point as is agreed to by the PARTIES and DWR, and SELLER shall not schedule the delivery from State Water Project (SWP) facilities of water to be transferred under this AGREEMENT. To the extent provided for in Section 6(b), BUYERS shall be responsible for and shall bear all risks for all conveyance and other losses related to the inability of BUYERS or DWR to convey the water from the POINT OF DELIVERY to BUYERS, and for any carriage water losses assessed against BUYERS by DWR. BUYERS understand and acknowledge that the transfer of water will occur within the current and future regulatory parameters for the SWP, including all Biological Opinion requirements under the federal and state endangered species acts and any additional restrictions being implemented as a result of interim operational remedies imposed by a State or Federal court. SELLER shall in no way be responsible for BUYERS' inability, infeasibility, frustration of purpose, or increased expenses resulting from transferring or transporting the water after the POINT OF DELIVERY. To the extent provided in Section 6(b), BUYERS' obligations under this AGREEMENT shall remain the same notwithstanding difficulty, increased costs, impossibility or inability to transport the water to BUYERS' place of use except as provided in this AGREEMENT.

(e) The water made available by SELLER's reduction in diversions pursuant to this AGREEMENT shall be for the exclusive use of the BUYERS, and SELLER shall take no

actions, except those permitted by this AGREEMENT, that would reduce the water transferred under this AGREEMENT.

7. *Obtaining Approvals, Environmental Compliance and Related Costs.*

(a) SELLER is required to obtain DWR's consent to the water transfer provided for under this AGREEMENT. BUYERS and SELLER will cooperate with and assist each other as necessary in obtaining approval and agreement from DWR.

(b) SELLER and BUYERS are required to comply with the environmental review requirements of CEQA prior to entering into this AGREEMENT. SELLER shall act as the lead agency for processing and reviewing the proposed transfer as required under CEQA, and BUYERS and DWR shall act as responsible agencies.

(c) BUYERS will reimburse SELLER's reasonable and documented out-of-pocket administrative expenses, including but not limited to legal, environmental and engineering consultants' fees and expenses incurred by SELLER supporting this AGREEMENT, regardless of whether water is transferred, which exceed a Non-Refundable Payment of \$50,000 (provided for in the Buyer-Seller Commitment Letter Regarding the SWC 2015 Dry Year Transfer Program), up to an aggregate amount (including the Non-Refundable Payment) of \$100,000. SELLER may invoice BUYERS for such expenses above \$50,000 (supported by documentation of SELLER's total cost of administrative expenses) after all transfer water has been made available and promptly after SELLER believes all reimbursable expenses have been incurred. BUYERS shall pay such invoices within 30 days of BUYERS' receipt of the invoice. SELLER shall invoice BUYERS for all costs under this section by no later than June 1, 2016. If SELLER fails to invoice by June 1, 2016, BUYERS are not obligated to pay as provided for under this AGREEMENT.

(d) In the event of an administrative challenge and/or litigation related to the proposed 2015 water transfer, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the AGREEMENT due to the litigation/challenge. If litigation and/or an administrative challenge is pending as of March 27, 2015, either party may elect to terminate the AGREEMENT due to any such litigation/challenge. If either party so elects to terminate the AGREEMENT, BUYERS shall still be obligated to pay for the \$50,000 Non-Refundable Payment, administration expenses provided in Section 7(c), and all of the water transferred to BUYERS prior to such termination. If litigation and/or an administrative challenge is initiated after March 27, 2015, SELLER and BUYERS will promptly meet and confer to perform a risk assessment of the litigation/challenge, but termination of this AGREEMENT may only occur through agreement of both BUYERS and SELLER. SELLER will take all necessary and appropriate actions to defend the transfer on behalf of BUYERS and SELLER. Except as set forth in Section 7(d)(ii), BUYERS will reimburse 100% of SELLER's actual out-of-pocket expenses incurred in defending the proposed 2015 water transfer. BUYERS shall cooperate in defending the litigation as requested by SELLER. SELLER shall invoice BUYERS for expenses under this section on a monthly basis (supported by invoices) beginning the month following initiation of the proceeding or challenge and BUYERS shall pay such invoices within 30 days of BUYERS' receipt of each invoice. However, BUYERS may still dispute such invoices after paying.

(i) Subject to Section 7(d), BUYERS shall bear their own costs of the proceeding and shall pay any remedial award associated therewith, whether levied against BUYER or SELLER.

(ii) As to claims solely challenging SELLER's conduct within SELLER's service area or above the POINT OF DELIVERY for SELLER, and excepting CEQA, Endangered Species Act, or administrative challenges to the entire transfer program governed by Section 7(d), SELLER shall have primary responsibility for defending such claims on behalf of both SELLER and BUYER, and BUYER shall participate in defending against such claims to the extent it deems necessary or appropriate, in BUYERS' sole discretion. BUYERS shall bear their own fees and costs of defending against such claims. Except as provided in Section 7(c), SELLER shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.

(e) Notwithstanding anything to the contrary in Sections 7(c) and 7(d), BUYERS shall not be required to reimburse SELLER for the time spent by its directors, officers or employees relating to this transfer.

(f) SELLER is required to obtain DWR's agreement that the quantity of water made available by SELLER at the POINT OF DELIVERY in accordance with the Technical Information is transferable to BUYERS. BUYERS are required to obtain DWR's agreement to divert the quantity of water calculated pursuant to Section 4(b), less carriage and any other water losses assessed by DWR, at the H.O. Banks Pumping Plant for delivery to BUYERS, consistent with BUYERS' SWP water supply contract. SELLER will cooperate with and assist BUYERS as requested to obtain DWR's agreement, but SELLERS shall not act as a guarantor of such an agreement. BUYERS and SELLER acknowledge that DWR's approval will occur subsequent to executing this AGREEMENT. If DWR's agreement is not obtained, BUYERS and SELLER will confer to determine whether they will mutually agree to continue this AGREEMENT, with or without appropriate amendments.

(g) SELLER shall obtain any and all other necessary approvals required to effectuate the water transfer under this AGREEMENT, except that BUYERS shall obtain all authorizations for the conveyance of the transfer water from the POINT OF DELIVERY to BUYERS' places of use.

8. *Water Rights Not Affected.* No transfer of water pursuant to this AGREEMENT shall confer any appropriative, public trust or other right to water on any person or entity. Nothing in this AGREEMENT shall act as a forfeiture, diminution or impairment of any rights of SELLER to its full deliveries of water after the expiration of the AGREEMENT, and shall in no way prejudice any of SELLER's rights thereto. Consistent with the provisions of California Water Code sections 109, 475, 1011, 1244, and 11961, the PARTIES agree that no transfers under this AGREEMENT, nor the AGREEMENT itself, is evidence of the availability of surplus water beyond the term of the AGREEMENT, nor evidence of lack of beneficial use of the water involved in the transfer, and they shall not contend otherwise. The only rights granted to the PARTIES as a result of this AGREEMENT are those expressly set forth herein.

9. *General Indemnity.* Subject to the provisions of Section 7(d) regarding allocation of litigation expenses, each Party (that is, SELLER on the one hand, and BUYERS on the other hand) agrees to protect, defend, indemnify, and hold harmless the other Party and its/their directors, officers, agents, servants, employees and consultants, in addition to the CONTRACTORS' directors and employees from and against any and all losses, claims, liens, demands and causes of action of every kind and character, without limitation by enumeration, occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying Party hereunder.

10. Construction and Interpretation. It is agreed and acknowledged by the PARTIES that this AGREEMENT has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this AGREEMENT. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this AGREEMENT.

11. Obligations Prior to Termination. Notwithstanding any other provision hereof, the obligations of the PARTIES incurred pursuant to this AGREEMENT prior to the termination of this AGREEMENT, including without limitation the obligations to make payment for PARTICIPATING ACRES and to make refunds as required, shall survive the termination.

12. Severability. The invalidity, illegality or unenforceability of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid or illegal.

13. Governing Law. This AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

14. Modifications. This AGREEMENT can only be modified by a written instrument executed by both PARTIES.

15. Entire Agreement. This AGREEMENT contains the entire understanding of the PARTIES related to their interests, obligations, and rights in connection with the subject

matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.

16. No Third Party Beneficiary. The PARTIES to this AGREEMENT do not intend to create any third party beneficiaries to this AGREEMENT, and expressly deny the creation of any third party beneficiary rights hereunder toward any person or entity.

17. Time. Time is of the essence in the performance of each and every term of this AGREEMENT.

18. Waiver. The waiver or failure to declare a breach as a result of the violation of any term of this AGREEMENT shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any Party to that term or condition.

19. Attorneys' Fees. If it shall be necessary for any Party hereto to commence legal action or arbitration to enforce the terms and provisions of this AGREEMENT, each Party shall be responsible for their own attorneys' fees, expenses and costs incurred therein.

20. Captions. The section and subsection captions in this AGREEMENT are for convenience only and shall not be used in construing the AGREEMENT.

21. Additional Documents. Each Party agrees to make, execute, and deliver any and all documents and to join in any application or other action reasonably required to implement this AGREEMENT.

22. Notice. Any and all communications and/or notices in connection with this AGREEMENT shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

To: Western Canal Water District

**Ted Trimble, General Manager
P.O. Box 190
Richvale, CA 95974
ted@westerncanal.com**

To: State Water Contractors

**Eric Chapman
1121 L Street, Suite 1050
Sacramento, CA 95814-3944**

To: BUYERS

See **Appendix B** attached hereto for list of names and addresses of BUYERS.

The PARTIES may change the foregoing addresses by providing written notice in compliance with this section.

23. BUYERS' Liability. BUYERS, and each of them, shall be jointly and severally liable for complying with the obligations, liabilities, terms and conditions of this AGREEMENT, including, without limitation, the obligations set forth in Sections 5 and 7.

24. Counterparts; Facsimile Execution. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each Party agrees that each other Party may rely upon the facsimile signature of any party on this AGREEMENT as constituting a duly authorized, irrevocable, actual, current delivery of this AGREEMENT as fully as if this AGREEMENT contained the original ink signature of the Party supplying a facsimile signature.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year first written above.

WESTERN CANAL WATER DISTRICT

By Ted Tr
Title: General Manager

Dated: 3/25/15

CENTRAL COAST WATER AUTHORITY

By Roy A. Stokely
Title: Executive Director

Dated: 3-26-15

COUNTY OF KINGS

By Richard Fagundes
Title: Richard Fagundes

Dated: MAR - 3 2015

Chairman

DUDLEY RIDGE WATER DISTRICT

By Dale K. Hubbell
Title: MANAGER-ENGINEER

Dated: 3-26-2015

KERN COUNTY WATER AGENCY

By J. M. Bl
Title: General Manager

Dated: 3/26/15

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By Jeff K. King
Title: General Manager

Dated: 3/25/15

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [Signature]
Title: District Engineer

Dated: 3/26/15

OAK FLAT WATER DISTRICT

By Arthur C. Hansen
Title: General Manager

Dated: 3/25/15

PALMDALE WATER DISTRICT

By John P. ...
Title: WATER & ENERGY RESOURCES DIR.

Dated: 3/25/2015

SANTA CLARA VALLEY WATER DISTRICT

By Bea Goldie
Title: Chief Executive Officer

Dated: 3/26/15

APPENDIX A

Table 1

Western Canal Water District Acreage Data 2015 Crop Year

Total Standby Acreage	Total Rice Acreage	Irrigated Rice Acreage
58,520	53,700	53,700

The total standby acreage within SELLER is based on Farm Service Administration records of total irrigable acres for each field within SELLER boundaries.

The total rice acreage is the land within SELLER dedicated to rice production, derived by subtracting non-rice acreage (orchards, etc.), from the total standby acreage.

Irrigated rice acreage is that rice acreage for which irrigation water was requested by the landowner or grower, and delivered by SELLER to that acreage.

Some landowners within SELLER did not plant all of their available rice acreage in 2014. These lands constitute idled or fallowed acreage during that crop year. Idled acreage is determined by subtracting irrigated rice acreage from total rice acreage for each landowner within SELLER.

Table 2

Water Production Schedule (Based on ETAW for rice of 3.3 AF/acre, and 10,740 PARTICIPATING ACRES¹)

	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>Total</u>
ETAW in Percent	15	22	24	24	15	100
Water Production (In Acre Feet)	5,316.3	7,797.24	8,506.08	8,506.08	5,316.3	35,442

¹ PARTICIPATING ACRES cannot be irrigated from any source.

APPENDIX B
Buyer's Addresses

To: Central Coast Water Authority

Ray Stokes
255 Industrial Way
Buellton, CA 93427-9565

To: County of Kings

c/o Jacob Westra
1001 Chase Avenue
Corcoran, CA 93212

To: Dudley Ridge Water District

c/o Rick Besecker
Provost & Pritchard Engineering Group, Inc.
286 W. Cromwell Avenue
Fresno, CA 93711-6162

To: Kern County Water Agency

Lara Kimm
P. O. Box 58
Bakersfield, CA 93302

To: Metropolitan Water District of Southern California

Steve Hirsch
1121 L. Street, Suite 900
Sacramento, CA 95814-3974

To: Napa County Flood Control and Water Conservation District

Phillip M. Miller, PE
804 First St.
Napa, CA 94559-2623

To: Oak Flat Water District

Anthea Hansen
P.O. Box 1596
Patterson, CA 95363

To: Palmdale Water District

Jon Pernula
2029 East Avenue Q
Palmdale, CA 93550

To: Santa Clara Valley Water District

Frances Brewster
5750 Almaden Expressway
San Jose, CA 95118

